

**Jacob Cruz Pro Se,
165 South Gabgab Court
Liguan Terrace, Dededo Guam 96929-5501.U.S.A.
671-735-5605**

FILED
DISTRICT COURT OF GUAM

NOV - 9 2006 *mbe*

**MARY L.M. MORAN
CLERK OF COURT**

**Plaintiff
Jacob Cruz**

**IN THE UNITED STATES DISTRICT COURT
OF GUAM**

**JACOB CRUZ
PLAINTIFF**

Case Number: 06-00031

Civil Case

**PLAINTIFF'S OPPOSITION TO DEFENDANT'S
MOTION TO DISMISS AND MEMORANDUM OF
POINTS AND AUTHORITIES IN SUPPORT THEREOF**

Vs.,

**Gregorio Salas Calvo in his
Official Capacity as Deputy Director
Department of Integrated Services for Individuals with Disabilities (DISID)/**

**Mrs. Rosanne S. Ada in Her Official Capacity as Director of the Department of Integrated Services for
Individuals with Disabilities (DISID).**

Defendants.

_____/

**Jacob Cruz An Individual With a Mental Disability, Learning Disability,
Narcolepsy, and Intellectual Functioning, Speech Impairment. And Although Counsel For The
Defendants believe that Plaintiff Did not State A Claim of Relief. Defendant Gregorio Salas
Calvo, has Represented The Department of Integrated Services For Individuals With Disabilities
(DISID), in his Official Capacity as Deputy Director of (DISID). PLAINTIFF Simply Sought
Services From The INDIVIDUALIZED BUDGETTING PROGRAM or (IBP), Plaintiff was
Promised, Something That NEVER Materialized.**

ORIGINAL

Point A. PLAINTIFF, ALONG WITH THE DEFENDANT MR. GREGORIO SALAS CALVO DISID'S Deputy Director, along With Mr. Edmund Cruz Advocate, and Mr. Albert San Agustin DIVISION of VOCATIONAL REHABILITATION HAD A Conversation In July 2006. The Conversation Was That Defendant Will attend GUAM COMMUNITY COLLEGE AND WILL GET SERVICES FROM Division Of Vocational Rehabilitation, For A LAPTOP COMPUTER, Inclusive of An ALL IN ONE PRINTER, And HOUSING, Thru The Individualized Budgeting PROGRAM(IBP). And Will Occur on Or About August 16, 2006.

Furthermore, Plaintiff believes that because of the inconsistencies of Defendants Statement made Publicly it caused a Friction and room for lies to occur.

Point C. It Was Mr. Gregorio Salas Calvo DISID'S Deputy Director had The Idea, that if Plaintiff Was To Reside On Guam For Fall Semester 2006, Plaintiff Will Receive Services In A Timely Fashion. Well It Is Almost The End Of The Semester. And Defendant Gregorio Salas Calvo, nor Mrs. Rosanne S. Ada, had Fulfilled There End Of The Bargain. Plaintiff Is Still With A (A). Loner Laptop Computer, (B), No Internet Access, (C), No Housing, and (D) No Maintenance Fee. So Where Are These Services? The Defendant(s) Attorney's Still Claim a Reason To Dismiss The Case. Whereas we Go Back To The Beginning of This Opposition and That Is Promises Made By Defendant Mr. Calvo, and Promises Not Fulfilled. Although Plaintiff had a brief Discussion With Defendant(s) Attorneys, it is the Plaintiff's Belief that Defendants Are Trying To Get Away With Not Putting There Fair Share In. Plaintiff may not be that well educated about legal parameters that Defendants Site. By Serving Plaintiff with The Following Documents.

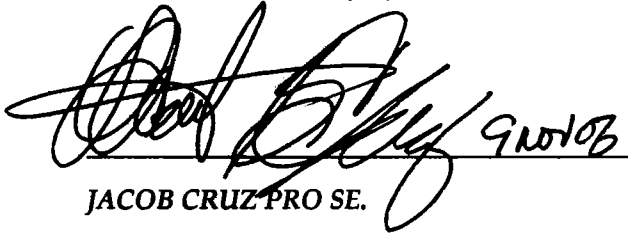
- A. Declaration Of Rosanne Ada IN Support Of Motion To DISMISS**
- B. PROPOSED ORDER**
- C. (ORAL ARGUMENT REQUESTED-Declaration By Defendant Rosanne S. Ada Director Of DISID.)**
- D. Notice OF MOTION (ORAL ARGUMENT REQUESTED)**
- E. AGREEMENT OF HEARING DATE**

But Plaintiff, Will DEMONSTRATE CLEAR, CLEAN, AND SOLID EVIDENCE, That DEFENDANT HAS CONTINUED TO PLAY GAMES, AND THE DELIVERY OF SERVICES HAS Been Put at a HALT. The Point of the matter is that Defendant GREGORIO SALAS CALVO, Has been Promising Individuals With Disabilities That They Will Get Assistance Thru The Individualized Budgeting Program (IBP), But To Date he has not Delivered To These People. As An Individual With Disability, I Can Only Ask That The Legal System Put an End To This Type of Treatment. And start to help Me and other Individuals Whom Are Helping Themselves First. And trying to make A Difference. Rather than giving Those Individuals With Disabilities A Free Hand-out. I am one of the Very Few Individuals That Obtained My Adult High School Diploma This Past May 2006. I was seeking to Relocate Back To The Mainland To Seek Better Opportunities. But when I had met With The DVR, Mr. Gregorio Salas Calvo Promised That he Would Assist In Having His Office Get Internet Services, A Cell Phone With Service, and Housing Close To The Vicinity of Guam Community College. Although The Cell Phone Was Not Included In The (IPE), But The Housing, and The Internet Were Included. Can The Defendants Attorneys Find Out When These Services Will Be Rendered? The Fall Semester Ends December 09,2006 and to date The Only Service That Was Approved Was My Tuition, Books& Supplies, Lab Fee's, and a Loaner Laptop Computer from The Division Of Vocational Rehabilitation. What about The Housing That was Supposed To Be Taken Cared of By The Office Of The DISID DIRECTOR & Deputy Director, And The Internet Service?

CONCLUSION

DEFENDANT'S ATTORNEY STATES THAT NO FACTS HAS BEEN STATED WELL PLAINTIFF WILL PROVE TO THE COURT THAT IN FACT PROMISES WERE MADE, AND PROMISES WERE NOT KEPT. IN HIS EXHIBIT 1. IT IS STATED IN BOTH THE INDIVIDUALIZED PLAN FOR EMPLOYMENT (IPE), AND THE Amended (IPE) WAS SIGNED BY THE PLAINTIFF'S COUNSELOR AND THE VOCATIONAL REHABILITATION ADMINISTRATOR. MR. ALBERT SAN AGUSTIN. PLAINTIFF WILL PROVE HIS CASE WITH INDIVIDUALS THAT WERE IN THE PLAINNING OF THIS CONTRACT. Furthermore the Defendants have Refused to sign Authorization For The Division Of Vocational Rehabilitation (DVR), To Move Forward in Procuring Services That DVR HAS Committed To Rendering. In Fact Defendant Rosanne S. Ada, Had Constantly Refused To Sign Off On Authorizations That Pertain To Vocational Rehabilitation (VR'S) Services. October 31, I Was Informed From A Source That Rosanne S. Ada Director Of DISID WILL NOT SIGN OFF On The Authorizations For Services Until She See's The IPE. And As Of Date, She Has Done Just This... This Court Needs To Step In And Instruct Rosanne Ada Director Of DISID To Sign Off On Documents. And let The Division Of Vocational Rehabilitation (DVR) do It's Job To Serve The Clients. And To Order Her To Stop Playing There Games At The Office Of The Director & Deputy Director And Start Delivering The Services That Gregorio Salas Calvo, Deputy Director Of DISID Had Promised. I will not afford anyone to Intimidate me on My Behalf. Defendants Need To Arise and Start Delivering what is stated In the IPE (CONTRACT). They Refuse To Do Anything Unless I Compromise My Integrity. I Am Standing And Stating That I Will Not Compromise My Integrity, Nor Would I Allow Anyone To Continue To Humiliate, Intimidate Me, In Any Way, Shape, Or Form. I Think It Will be Proven That Rosanne S. Ada DISID DIRECTOR AND GREGORIO SALAS CALVO DISID DEPUTY DIRECTOR ARE Grossly Incompetent To Head A Department. Furthermore Rosanne Ada, Nor Gregorio Salas Calvo, haven't been in a Position to Assist Individuals With Disabilities.

DATED: This 09th, day, of November, 2006.



JACOB CRUZ PRO SE.